



LEASE CONTRACT FOR “DESIGN WINDOWS” FOR EXHIBITION PURPOSES DURING THE WORLD DESIGN STREET FESTIVAL 2022

In Valencia, on the _____ of _____ 2022

APPEARING PARTIES

Firstly,

, acting in the name and on behalf of **ASSOCIACIÓ VALÈNCIA CAPITAL DEL DISSENY**, with CIF tax number G40527616 and registered address at Gran Via Germanias, 28 bajo, 46006, Valencia (hereafter, **THE CAPITAL**).

And secondly,

, acting in the name and on behalf of _____, with CIF tax number _____ and registered address at _____ (hereafter, **THE COLLABORATOR**).

Reciprocally recognising the capacity and legitimacy to enter into contracts, the appearing parties have agreed to grant this contract, and by virtue thereof,

THEY STATE

I. That as part of the activities organised by the CAPITAL for the event named World Design Street Festival which will take place between the 16th and 25th of September 2022 in the city of Valencia, the installation of “DESIGN WINDOWS” is planned, the function of which will be to exhibit, in unexpected places and out of context, elements associated with design created by third party companies.

II. That the COLLABORATOR is interested in leasing one of these Design Windows to exhibit a work or design (hereafter, “the work”) during the course of the event, the parties therefore agreeing to enter into this LEASE contract, in accordance with the following.

CLAUSES

FIRST. PURPOSE

The purpose of this contract is to regulate the conditions applicable to lease by the COLLABORATOR of one of the DESIGN WINDOWS owned by the CAPITAL, for the exhibition of the work during the course of the event named World Design Street Festival scheduled for September 2022.

SECOND. OBLIGATIONS OF THE COLLABORATOR

1. The COLLABORATOR commits to delivering the work, as well as any element and/or materials required for its installation in the DESIGN WINDOW by the deadline in the place and on the date established by the CAPITAL, and in general, to comply with the conditions

and instructions of the CAPITAL or third parties authorised by it, during any phase of the project, contributing to the smooth running of the World Design Street Festival.

2. The COLLABORATOR will be responsible for the design, production, transport, installation, assembly, dismantling and maintenance of the work in the DESIGN WINDOW, as well as all associated costs.

3. The COLLABORATOR commits to the work, as well as any element and/or material used for its installation in the DESIGN WINDOW being in a perfect state of repair during the whole exhibition period, bearing the expense and cost of any maintenance and repair actions necessary for its optimal exhibition, as indicated by the curators of the exhibition.

4. The COLLABORATOR commits to adopting the necessary measures to guarantee the perfect condition and safety of the work based on its nature, including its collection, safekeeping and/or the hiring of private security, if it is deemed necessary.

5. The COLLABORATOR commits to using the DESIGN WINDOW only for the purposes set out in this contract; specifically, the exhibition of a work during the World Design Street Festival event.

THIRD. OBLIGATIONS OF THE CAPITAL

1. The CAPITAL will be in charge of processing the necessary municipal permits for the installation of the DESIGN WINDOWS on public streets, as well as payment of the associated fees and any management necessary for maintenance of these permits.
2. The CAPITAL will be responsible for provision, installation, assembly and dismantling of the DESIGN WINDOW in the location agreed with the COLLABORATOR, taking into account the different options available and the preferences of the latter.
3. The CAPITAL commits to undertaking communication, visibility and activation actions for the work with regard to the exhibition of the DESIGN WINDOWS during the Street Festival, through the following actions:

- Mentioning the COLLABORATOR or alternatively their commercial brand in the signage of the DESIGN WINDOW.
- Mentioning the COLLABORATOR or alternatively their commercial brand in the digital catalogue and on the website of the Street Festival, whatever its format may be.
- Mentioning the COLLABORATOR or alternatively their commercial brand in the final report of the “Street Festival València” event.
- Mentioning the COLLABORATOR or alternatively their commercial brand in the digital communication actions carried out by the CAPITAL on the “Street Festival València” event, and if applicable the website of the event.
- Development of information content on the COLLABORATOR or alternatively their commercial brand accessible through the QR code located on the DESIGN WINDOW.

FOURTH. RESPONSIBILITY OF THE COLLABORATOR

1. The COLLABORATOR will be solely responsible for any breakage or damage caused to the DESIGN WINDOW or on the public street as a result of the installation of the work, as well as any damage caused to the work itself during any phase of the project.
2. The COLLABORATOR will be responsible for the removal of rubbish and recycling of any waste generated during the installation or dismantling of the work in the DESIGN WINDOW, in accordance with the instructions of the CAPITAL.

3. The COLLABORATOR will be responsible for completing the registration of their suppliers involved in the exhibition of the work in the DESIGN WINDOW.
4. In the case of the CAPITAL being obligated to bear any expense as a result of non-compliance with the above obligations by the COLLABORATOR, the cost incurred will be passed on in full to the COLLABORATOR.

FIFTH. PRICE AND FORM OF PAYMENT

1. The price to be paid by the COLLABORATOR for lease of the DESIGN WINDOW will be €3,950/unit + VAT.
2. Payment of 50% of the above amount (€1,975 + VAT) will be paid upon signing this contract, as an essential condition for reservation of the DESIGN WINDOW.
3. The remaining 50% (€1,975 + VAT) will be paid 30 days prior to installation of the DESIGN WINDOW on the public street through invoice emission.
4. The payments will be made by bank transfer to the account indicated below, owned by Associació València Capital del Disseny, CIF tax number G40527616, Gran Vía Germanías 28, 46004 València to the bank account in the issued invoice.
5. Proof of the transfers will be sent to the CAPITAL by email to the following address: windows@streetfestivalvalencia.com

SIXTH. PREMATURE TERMINATION OF THE CONTRACT BY THE COLLABORATOR

1. Any cancellation of the reservation of a DESIGN WINDOW must be carried out in writing.
2. The deposit of 50% set out in clause 5.2. will be fully refunded to the COLLABORATOR if the cancellation is communicated with over 90 days' notice from the start date of the Street Festival.
3. If the cancellation occurs more than 10 days prior to the start date of the Street Festival, 50% of the total amount paid will be refunded. If the cancellation occurs less than 10 days prior to the start of the event, no refund will be provided.

SEVENTH. CANCELLATION OF RESERVATIONS

In view of the limited number of DESIGN WINDOWS available and in order to guarantee that the objectives pursued by the CAPITAL in this initiative are accomplished, the CAPITAL expressly reserves the right to unilaterally cancel the reservation and terminate this contract at any time prior to the start of the World Design Street Festival event, communicating this cancellation in writing to the COLLABORATOR. In such a case, 100% of the amount paid under this contract by the COLLABORATOR will be refunded, the CAPITAL not being liable for any other expense or investment made by the COLLABORATOR.

EIGHTH. POSTPONEMENT OR CANCELLATION OF THE EVENT.

The CAPITAL reserves the right to cancel or postpone the World Design Street Festival event due to force majeure, including when the restrictions arising from the COVID-19 pandemic recommend it, being exempt from any liability or damages which may arise from or be caused by these grounds.

NINTH. PROHIBITION OF SUBLetting OR TRANSFER OF THE CONTRACT

It is prohibited for the COLLABORATOR to sublet or transfer use to third parties.

TENTH. INDUSTRIAL OR INTELLECTUAL PROPERTY

1. The COLLABORATOR commits to respecting the industrial property rights belonging to VALÈNCIA CAPITAL MUNDIAL DEL DISEÑO 2022 derived from registered trademarks, designs or patents.
2. The use of the logo, brand, commercial name, hashtags, tags, abbreviations or acronyms referring to World Design Capital Valencia 2022 (València Capital Mundial del Disseny 2022) on any type of communication that the COLLABORATOR may make, in any format, language or medium is strictly prohibited. The COLLABORATOR may only explicitly mention their specific participation in the “World Design Street Festival” event.
3. The COLLABORATOR guarantees that they have all rights and authorisations necessary on the work, and will be solely liable against any third party claim related with violation of industrial and intellectual property rights.

ELEVENTH. JURISDICTION AND APPLICABLE LAW

This agreement will be governed by Spanish legislation. The parties, expressly waiving any other jurisdiction which may correspond to them, agree to subject any dispute that may arise with regard to interpretation, compliance or execution of this agreement to the jurisdiction of the Courts and Tribunals of the city of Valencia.

In witness thereof, both parties grant and sign this agreement, declaring that they understand and agree with its content.

In _____ on the _____ of _____

THE COLLABORATOR:

THE CAPITAL: